



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

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Matter of: PRB Associates, Inc.

File: B-277994; B-277994.2

Date: December 18, 1997

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Daniel A. Laguaite, Esq., Department of the Navy, for the agency.
Tania L. Calhoun, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that contracting agency unreasonably evaluated protester's proposal in identifying certain weaknesses is denied where the record shows the evaluation was reasonable and in accordance with the stated evaluation criteria; since these weaknesses did not prevent protester from having a reasonable chance for award, contracting agency's failure to point them out did not deprive the protester of meaningful discussions.
2. Regulatory requirement that contracting agencies recognize the integrity and validity of contractor teaming arrangements does not require these agencies to resolve disputes arising from allegations that a party has breached a teaming agreement; such disputes are properly resolved between the private parties.
3. Protest that contracting agency's management personnel exercised undue influence on the evaluation board and contracting officer to effect award to a particular firm is denied where the record shows that, even if these personnel did prefer that award be made to the eventual awardee, there is no evidence that preference translated into action which unfairly affected protester's competitive position.
4. Protest alleging that contracting agency engaged in technical leveling, technical transfusion, and unequal discussions with the awardee is denied where the record does not support the allegation.

DECISION

PRB Associates, Inc. protests the award of a contract to AMEWAS, Inc. under request for proposals (RFP) No. N00421-95-R-5022, issued by the Department of the Navy's Naval Air Warfare Center, Aircraft Division (NAWCAD) to obtain simulation and stimulation development and operations engineering and technical support services. PRB alleges various improprieties with respect to the Navy's evaluation of proposals, conduct of discussions, actions regarding one of PRB's proposed subcontractors, and best value determination.

We deny the protests.

BACKGROUND

NAWCAD's Air Combat Environment Test and Evaluation Facility (ACETEF) exposes aircraft under test to an electronic simulation of air combat situations. According to the RFP, aircraft systems are deceived through a combination of simulations by digital computers and through stimulation by computer-controlled environment generators that provide radio frequency, electro-optical, and laser stimuli which duplicate, as closely as possible, real signals. The flight crew is provided very high fidelity visual, aural, and motion sensory cueing, as well as realistic workload conditions, to simulate the total environment an aircraft/aircrew would experience during combat.

ACETEF consists of seven integrated component laboratories, each of which contributes specific functions to support the prescribed combat scenario. The laboratories relevant to these protests are the Operations and Control Center (OCC) and the Offensive Sensors Laboratory (OSL). The OCC facility provides scenario control of all other ACETEF laboratories, using "man-in-the-loop" and computer-controlled simulation as played out by the Simulated Warfare Environment Generator (SWEG). The OCC facility's functional areas include the ACETEF/range command and control center, the center of all ACETEF testing; two command and control centers; and a systems analysis center. OSL's mission is to provide developmental test and evaluation of aircraft offensive sensors by means of stimulated complex combat scenarios in which aircraft sensors are realistically stimulated with actual electro-optical and radar signals.

This solicitation, issued June 14, 1996, contemplated the award of a 4-year, cost-plus-fixed-fee indefinite delivery, indefinite quantity contract. Award was to be made to the firm whose proposal was the best value to the government, considering technical factors and cost. The technical factors were more important than evaluated costs, but these costs would be considered of greater importance as the degree of equality between the technical proposals increased. The RFP identified

six technical factors: corporate experience, technical approach, past performance, personnel, management approach, and facilities.¹

The Navy received proposals from four offerors by the August 19 closing date. Each offer was submitted by a team consisting of a prime contractor and numerous subcontractors. After reviewing the technical source selection evaluation board's (TSSEB) initial evaluation report, the contracting officer established a competitive range of two proposals, those of AMEWAS and PRB. In response to written discussion questions, both offerors submitted revised proposals on May 5, 1997. An evaluation of these revisions spurred additional written discussion questions and second revised proposals on June 9. Best and final offers (BAFO) were submitted on July 1. In the final evaluation, the TSSEB rated both proposals "good" overall.² AMEWAS's proposal was rated "good" under each technical factor and its evaluated cost was \$141,434,394. PRB's proposal was rated "good" under each technical factor except management approach, under which it was rated "excellent," and its evaluated cost was \$143,098,966.

To determine which offeror provided the maximum benefit to the government, the TSSEB looked behind the adjectival ratings to review and compare the strengths and weaknesses of the two proposals, which were considered to be "very close." The TSSEB set forth its conclusions in a detailed final evaluation report which can be summarized as follows.

First, the TSSEB believed that both proposals were essentially equal under all areas of corporate experience except the OCC and OSL laboratories. In the TSSEB's view, AMEWAS demonstrated a higher degree of corporate experience related to the systems analysis and command and control requirements of the OCC laboratory, and PRB demonstrated a higher degree of corporate experience related to the airborne radar stimulators requirements of the OSL laboratory. The TSSEB considered AMEWAS's strengths to be more valuable than PRB's strengths because the OCC laboratory's command and control and systems analysis requirements are integral to the overall ACETEF process, while the OSL area has less influence on the overall process. Second, the TSSEB believed that AMEWAS was superior under

¹The corporate experience factor was more important than the technical approach factor, which was slightly more important than the past performance factor. The past performance factor was slightly more important than the personnel, management approach, and facilities factors, all of which were equally important.

²Pursuant to the source selection plan, the technical factors and subfactors were adjectivally rated as "excellent," "good," "average," "marginal," or "unsatisfactory." A "good" rating meant that the area of the proposal evaluated had no deficiencies and few minor weaknesses; an "excellent" rating meant that the area of the proposal evaluated had no deficiencies and essentially no weaknesses.

the personnel factor because its proposed personnel were strong across the board and PRB's proposed personnel strengths were limited to certain areas. Finally, the TSSEB acknowledged PRB's superiority under the management approach factor but noted that AMEWAS's proposed management approach would ensure successful accomplishment of the SOW tasks; the TSSEB considered both proposals to be essentially equal under the remaining factors. Considering the superiority of the AMEWAS proposal under the corporate experience and personnel factors, as well as its \$1.4 million cost advantage, the TSSEB recommended award to AMEWAS. The source selection official concurred and award was made to AMEWAS on September 3.

PRB argues that the Navy improperly evaluated its proposal under the corporate experience and personnel factors; failed to conduct adequate discussions with the firm; violated regulatory policy on subcontractor teaming agreements in connection with one of its proposed subcontractors; countenanced undue influence by Navy personnel to effect award to AMEWAS; conducted improper discussions with AMEWAS; and conducted a flawed best value determination. As set forth below, our review of the written record, the pleadings, and testimony elicited at a hearing in this matter leads us to deny the protests.

DISCUSSION

The PRB Proposal

PRB argues that the Navy improperly evaluated its proposal under the corporate experience and personnel factors by identifying three weaknesses which PRB contends are not weaknesses at all.

In reviewing protests against allegedly improper evaluations, it is not our role to reevaluate proposals. Rather, our Office examines the record to determine whether the agency's judgment was reasonable and in accord with the RFP's stated evaluation criteria. ESCO, Inc., 66 Comp. Gen. 404, 410 (1987), 87-1 CPD ¶ 450 at 7. A protester's mere disagreement with the agency's conclusions does not render the evaluation unreasonable. Id.

The corporate experience factor contained two equally important subfactors, the first of which required the Navy to review the offeror's performance of tasks within the last 7 years to ascertain the degree to which its corporate experience demonstrated its knowledge and capability to perform the tasks in the statement of

work (SOW) or similar programs.³ Offerors were to provide the requested information on corporate data forms (CDF).

In connection with the OCC laboratory's requirements to develop and operate command and control centers, the Navy believed that PRB had referred to several efforts that exactly matched the government's requirements, but had also included a large number of CDFs that were weak and showed minimal command and control experience. In connection with this laboratory's systems analysis requirements, the Navy believed that PRB's many CDFs demonstrating experience with traditional systems engineering processes were not relevant to the SOW's systems analysis requirements. Each finding was considered a minor weakness.

PRB does not take issue with the substance of the Navy's views, but argues that since some of the information it provided exactly matched the requirements it was unreasonable for the Navy to find its proposal weak here. Given the RFP's specific requirement to assess the degree to which PRB's experience demonstrated its knowledge and capability to perform the relevant tasks, we cannot fault the Navy for concluding that the nonrelevant or marginally relevant data PRB submitted detracted from the degree to which the firm demonstrated its experience.

Under the personnel factor, the Navy was required to determine how well the offeror's proposed personnel met the educational requirements, experience level, and appropriate number of personnel proposed to support the requirements. The Navy concluded that some PRB personnel were proposed for small units of time and appeared allocated to current ongoing efforts, and considered this a minor weakness because it believed there is a link between how available personnel are to work on tasks and how familiar and proficient they will become with the tasks. PRB's argument that its proposal pledged to adequately staff the tasks under this requirements contract does not address the Navy's concern, which we find reasonable.

PRB asserts that the Navy's failure to raise these weaknesses during discussions was improper since each weakness was associated with the OCC laboratory, the area which was a determinative factor in the source selection decision.

The applicable Federal Acquisition Regulation (FAR) provision, FAR § 15.610(c)(2) (June 1997), requires that a contracting agency "[a]dvice the offeror of deficiencies in its proposal so that the offeror is given an opportunity to satisfy the Government's requirements." We review the adequacy of discussions to ensure that agencies point out weaknesses that, unless corrected, would prevent an offeror

³PRB's assertion that it was rated higher than AMEWAS under the second corporate experience subfactor mistakenly relies upon the individual evaluator ratings, not the consensus ratings, under which both proposals were rated "good" in this regard.

from having a reasonable chance for award. Department of the Navy--Recon., 72 Comp. Gen. 221, 223 n.2 (1993), 93-1 CPD ¶ 422 at 4 n.2; Brown & Root, Inc. and Perini Corp., a joint venture, B-270505.2, B-270505.3, Sept. 12, 1996, 96-2 CPD ¶ 143 at 6. An agency is not required to afford offerors all-encompassing discussions, however, nor is it required to discuss every aspect of an offeror's proposal that receives less than the maximum score. DAE Corp., B-259866, B-259866.2, May 8, 1995, 95-2 CPD ¶ 12 at 4-5. Neither is an agency required to advise an offeror of minor weaknesses that are not considered significant, even where the weaknesses subsequently become a determinative factor between two closely ranked proposals. Brown & Root, Inc. and Perini Corp., a joint venture, supra. Contracting agencies have wide discretion in determining the nature and scope of discussions, and their discretion will not be questioned unless it is clearly shown to be without a rational basis. Textron Marine Sys., B-255580.3, Aug. 2, 1994, 94-2 CPD ¶ 63 at 24.

The Navy conducted two rounds of written discussions with PRB wherein the protester was apprised of the principal areas of concern regarding its proposal, e.g., all areas where deficiencies were noted. The relative weaknesses that caused PRB's proposal to be rated less than excellent were not pointed out to the protester, just as such relative weaknesses were not pointed out to AMEWAS; both proposals were rated at least "good" for all subfactors. The existence of these weaknesses did not keep PRB from having a reasonable chance for award; PRB was very much in the competition, and ultimately was not selected for award simply as a result of a best value determination in this "very close" competition. Since the principal concerns about its proposal were brought to PRB's attention, and since the various other concerns, both individually and in toto, did not prevent PRB from having a reasonable chance for award, the agency's failure to point out those other concerns did not deprive PRB of meaningful discussions. See Brown & Root, Inc. and Perini Corp., a joint venture, supra, at 6-7.

Subcontracting Teaming Agreement

Amherst Systems, Inc. was one of PRB's proposed subcontractors. After the submission of BAFOs, Amherst called PRB for assistance in answering a rate verification request posed by the Defense Contract Audit Agency (DCAA). PRB understood the request to concern Amherst's labor rates on an existing PRB contract delivery order and on PRB's proposal under this RFP, and provided Amherst a memorandum responsive to the question. PRB later learned that the request also concerned Amherst's submission in connection with the AMEWAS proposal--as discussed below, AMEWAS proposed Amherst as a subcontractor in its first revised proposal. In a letter to Amherst, PRB asserted that Amherst may have violated their teaming agreement by submitting a proposal to AMEWAS.

PRB provided a copy of this letter to the contracting officer and telephoned her regarding the topic. She advised PRB that she viewed the matter as a private dispute between the two parties. PRB sent her a copy of the teaming agreement

and asserted its belief that FAR § 9.603--which states in part that "[t]he Government will recognize the integrity and validity of contractor team arrangements"--must mean that the government cannot countenance conduct by a team member that directly violates a teaming agreement. The contracting officer again advised PRB that she considered any alleged breach to be a matter to be resolved between PRB and Amherst, and took no further action.

PRB argues that the Navy's failure to respond to PRB's concerns constituted a knowing violation of the regulatory policy set forth in FAR § 9.603 to uphold the validity of contractor teaming agreements.

The purpose of FAR subpart 9.6 is to permit the recognition of teaming agreements between government contractors and their prospective subcontractors. FAR § 9.602; see also Northrop Corp. v. AIL Sys., Inc., 959 F.2d 1424, 1428 (7th Cir. 1992); Brent E. Newton, Note, The Legal Effect of Government Contractor Teaming Agreements: A Proposal for Determining Liability and Assessing Damages in Event of Breach, 91 Colum. L. Rev. 1990, 2005 (1991). While a contracting agency is not precluded from inquiring into the details of such agreements, we know of no requirement that a contracting agency resolve disputes arising from these agreements; an allegation that a teaming agreement has been breached is a dispute between private parties. Ideamatics, Inc., B-220074, Oct. 2, 1985, 1985 U.S. Comp. Gen. LEXIS 448.

The record does not support PRB's claim that there was a "clear breach" of the agreement; at most, the record shows that the matter is a subject of dispute between the parties. The AMEWAS-Amherst teaming agreement acknowledges that Amherst is teamed with PRB on this effort,⁴ but its statement that the agreement "does not bind Amherst Systems exclusively to the PRB Team" is a clear indication that Amherst did not believe its teaming agreement with PRB to be the exclusive agreement which PRB purports it to be. Indeed, the agreement between PRB and Amherst explicitly permits Amherst to submit standard documentation and/or offer standard articles including, but not limited to, CDFs and PDFs, to any third party to perform any of the work identified.

It is not at all clear that the documents provided by Amherst to AMEWAS--CDFs, PDFs, past performance information, and pricing--fall outside the scope of that permitted under the agreement. Since PRB's request that the contracting officer respond to its concerns would require her to first resolve the dispute, we cannot

⁴PRB's assertion that AMEWAS's knowledge that Amherst had teamed with PRB for this effort is evidence of a procurement integrity violation ignores the fact that the PRB-Amherst agreement is not marked as proprietary and is, presumably, a public document. The memorandum that PRB provided to Amherst in response to the DCAA request is similarly unmarked.

fault her for declining to do so. See id. The contracting officer here complied with the requirement to recognize the integrity and validity of contractor team arrangements by recognizing both the PRB-Amherst agreement and the AMEWAS-Amherst agreement absent any compelling reason to do otherwise.⁵

The AMEWAS Proposal

PRB alleges that two Navy management personnel exercised undue influence on the TSSEB and the contracting officer to effect an award to AMEWAS. Specifically, after the evaluation of initial proposals, these managers expressed concern that award of the contract would create a break in support for various ongoing projects, including a SWEG project, which were being performed by employees of various firms, one of them AMEWAS. Both managers testified at a hearing on this issue that, since there is no perfect team, it was likely that the awardee--whoever it was--would not have proposed all of these personnel or firms. See Videotape Transcript (VT) 197 at 20-24; 224 at 23-25; 225 at 1-7; 265 at 18-25; 268 at 17-24. This concern increased when the contracting officer advised that the RFP did not allow the Navy to direct the eventual awardee to add or substitute these personnel and/or firms after award. VT 198 at 14-23; 199 at 4-16; 265 at 8-17; 267 at 17-23. PRB posits that this concern arose because the managers knew that PRB was "ahead" after the evaluation of initial proposals and the only way to ensure that the AMEWAS personnel working on ongoing SWEG projects would remain on the job was to award the contract to AMEWAS. PRB asserts that this concern "shaped the procurement."

Government officials are presumed to act in good faith, and we will not attribute unfair or prejudicial motives to them on the basis of inference or supposition. Ameriko Maintenance Co., B-253274; B-253274.2, Aug. 25, 1993, 93-2 CPD ¶ 121 at 5. In addition to producing credible evidence showing bias, the protester must demonstrate that the agency bias translated into action which unfairly affected the protester's competitive position. Id. Our review of the record, including the hearing testimony elicited from the contracting officer, each TSSEB member, and both Navy managers in question, shows that the protester has not met its burden.

There is no dispute that these managers were concerned about a possible break in support for ongoing projects, including an ongoing SWEG project utilizing some

⁵PRB also asserts that the contracting officer improperly failed to consider the risk that PRB could seek a court injunction barring Amherst from performing on the AMEWAS contract due to this alleged breach of agreement. We find that such action would be entirely speculative based upon the unsettled nature of the dispute.

AMEWAS personnel.⁶ We need not address the genesis or extent of this concern further because even if the record showed that the managers wanted AMEWAS to receive the award--which it does not--there is no evidence that this desire was translated into action which unfairly affected PRB's competitive posture.

Each factor cited by PRB in support of its argument that this concern "shaped the procurement" is without merit. PRB's claim that this concern kept the contracting officer from making award to PRB on the basis of initial proposals overlooks the fact that PRB's initial proposal contained multiple deficiencies, and the source selection plan precluded award unless all deficiencies were discussed and resolved. PRB's claim that the TSSEB improperly discussed this concern is based upon one TSSEB member's statement that, in TSSEB meetings, "there occasionally were discussions about key, the SWEG people, yes." VT 318 at 12-14. In our view, this is not evidence that the TSSEB improperly considered this concern, but that it properly considered personnel proposed for the SWEG effort. Finally, PRB's apparent claim that the TSSEB did not consider that 19 of 31 AMEWAS CDFs were weak or nonrelevant as opposed to a few such CDFs in PRB's proposal, and thus must have actually relied upon AMEWAS's SWEG personnel as the distinguishing factor, is unsupported. The underlying evaluation documentation shows that more than 30 of PRB's CDFs were considered weak or nonrelevant, and despite its access to a voluminous evaluation record, PRB has pointed to nothing in support of its contention that AMEWAS's SWEG personnel were the distinguishing factor between the two proposals.⁷

PRB next contends that the Navy's discussions with AMEWAS were unequal and constituted both technical transfusion and technical leveling. In a series of tenuously linked suppositions, PRB argues that Amherst was not proposed as a subcontractor in AMEWAS's first revised proposal; the concern noted above motivated the TSSEB to find a way to raise AMEWAS's proposal rating to the level of PRB's; adding Amherst as a subcontractor would enhance AMEWAS's technical proposal; and suggestive questions raised during discussions would compel AMEWAS to do so. The premise underlying PRB's allegation--that Amherst was not

⁶However, PRB's allegation that this concern arose because these managers learned of the TSSEB's informal consensus that PRB was "ahead" after the initial evaluation is specifically refuted by both managers, who state that they did not know which firm was "ahead." VT 195 at 2-7; 303 at 21-25.

⁷PRB also argues that the TSSEB makes an "unsupported claim" that AMEWAS's proposed personnel demonstrate a relatively greater knowledge and understanding of ACETEF's capabilities and functionality than PRB's proposed personnel. Since PRB points to no aspect of this voluminous and meticulously detailed evaluation record in support of its argument, we have no basis upon which to find the Navy's evaluation unreasonable.

proposed as a subcontractor in AMEWAS's first revised proposal--is without merit, and the remainder of its argument is without support.

In discussions with competing offerors, agencies must avoid unfairness and unequal treatment. CBIS Fed., Inc., 71 Comp. Gen. 319, 325 (1992), 92-1 CPD ¶ 308 at 8. Disclosure of one offeror's approach to another is unfair and is prohibited as technical transfusion. See FAR § 15.610(e)(1) (June 1997). Similarly, technical leveling is to be avoided. This situation arises where an agency, through successive rounds of discussions, helps to bring a proposal up to the level of another proposal by pointing out weaknesses that remain in the proposal due to an offeror's lack of diligence, competence, or inventiveness after having been given an opportunity to correct them. FAR § 15.610(d) (June 1997); CBIS Fed., Inc., *supra*.

During the first round of discussions, AMEWAS was advised that the Navy had received a negative past performance survey for one of its proposed subcontractors and was asked what steps would be taken to ensure adequate performance by this subcontractor. In its first revised proposal, AMEWAS stated that, while it intended to retain that subcontractor as a team member, it proposed to add a team member--Amherst--to mitigate performance and cost risks. According to AMEWAS, the addition of Amherst to the AMEWAS team would ensure that the team provided the depth and breadth of personnel and corporate resources necessary to address potential surge requirements. The first revised proposal included a copy of the AMEWAS-Amherst teaming agreement, but did not include CDFs, PDFs, past performance information, or cost data as required by the solicitation.

In evaluating the first revised proposals, the TSSEB noted that AMEWAS had not submitted these documents for Amherst. Since these were required documents, the Navy asked AMEWAS several pertinent questions during the second round of discussions:

Section L, of the solicitation instructs the offeror to provide Corporate Data Forms (CDF) for the prime and all proposed subcontractors. AMEWAS has identified an addition of Amherst Systems to the AMEWAS team. AMEWAS has failed to provide CDFs relative to corporate experience for Amherst Systems. Please provide the appropriate CDFs for the aforementioned company in accordance with the solicitation requirements.

Section L, of the solicitation instructs the offeror to provide Personnel Data Forms (PDF) for all key labor categories for the prime and all proposed subcontractors. AMEWAS has identified an addition of Amherst Systems to the AMEWAS team. However, upon review of the revised technical proposal, no PDFs have been proposed for Amherst Systems. Based upon the significant role of Amherst Systems in support of this requirement, please advise if Amherst Systems

personnel will be utilized as key personnel. Please provide the appropriate PDFs for the proposed subcontractor.⁸

In its second revised proposal, AMEWAS provided CDFs, PDFs, past performance information, and cost information for Amherst, and effectively substituted Amherst for the previously mentioned subcontractor.

AMEWAS clearly proposed Amherst as a subcontractor in its first revised proposal. The absence of the required documentation from this proposal is not evidence to the contrary given the express language in the proposal; moreover, the record shows that both AMEWAS and PRB failed to submit such documentation for some subcontractors in their initial proposals. PRB also argues that AMEWAS was prodded into substituting Amherst for the other firm because one question referenced Amherst as playing a "significant role." However, we do not find this evidence of technical leveling or technical transfusion, as the question and phrase were part of a standard format utilized for all offerors, including PRB. Since AMEWAS had already provided the agency with the identity of Amherst, we think it was proper for the agency to request these documents without concern about improperly disclosing aspects of PRB's technical approach (transfusion) or improperly coaching AMEWAS (technical leveling). See CBIS Fed., Inc., supra; see also Battelle Memorial Institute, B-259571.3, Dec. 8, 1995, 95-2 CPD ¶ 284 at 6.

Best Value Determination

PRB contends that the Navy's best value determination was flawed. The protester principally asserts that the Navy unduly elevated the OCC area over the OSL area under the first corporate experience subfactor in making its best value determination. We disagree.

The first corporate experience subfactor required the Navy to review the offeror's performance of tasks to ascertain the degree to which its corporate experience demonstrated its knowledge and capability to perform the tasks in the SOW or similar programs. The solicitation's description of the subfactor is followed by an outline of the SOW tasks, laboratory by laboratory. PRB's apparent belief that this outline required the TSSEB to give each laboratory equal weight, as if they were formal subfactors, is misplaced. In context, the outline is clearly meant as further explanation of "tasks in the SOW or similar programs" at issue in this procurement. Since the SOW describes the OCC laboratory as providing scenario control of all other ACETEF laboratories and as being the focus of command and control of all ACETEF testing, we have no basis to find unreasonable the TSSEB's view that the OCC's systems analysis and command control requirements are integral to the

⁸The Navy also asked AMEWAS to provide past performance information and cost information for Amherst.

overall electronic combat test process, and hence of more importance than the OSL requirements.

PRB finally complains that the TSSEB need not have gone back to the proposals to look behind the adjectival ratings in view of the fact that PRB's proposal had received an "excellent" rating under the management approach factor. However, adjectival ratings are used as a guideline for intelligent decision-making by source selection officials, and award should not and need not be based solely on these ratings. A selection should reflect the procuring agency's considered judgment of whether significant technical differences exist in the proposals that identify a particular proposal as technically superior regardless of close ratings among proposals. AlliedSignal, Inc., B-272290, B-272290.2, Sept. 13, 1996, 96-2 CPD ¶ 121 at 7. The TSSEB's careful consideration of the differences underlying the adjectival ratings here was entirely appropriate.

The protests are denied.

Comptroller General
of the United States